

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Admiral Air Express, Inc.		06/27/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Cole Taylor Bank		
Street Address:	9550 West Higgins Road		
Internal Address:	Attn: Dion Heintz		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2433107	ADMIRAL	
Registration Number:	2413833	ADMIRAL AIR EXPRESS INC.	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202.906.8790		
Email:	smckeon@dykema.com		
Correspondent Name:	Shannon Marie McKeon		
Address Line 1:	1300 I Street, N.W.		
Address Line 2:	Suite 300		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	104069-0079		
NAME OF SUBMITTER:	Shannon Marie McKeon		

900226915

TRADEMARK
REEL: 004810 FRAME: 0115

CH \$65.00 2433107

Signature:	/Shannon Marie McKeon/
Date:	06/28/2012
Total Attachments: 5 source=trademark security agreement#page1.tif source=trademark security agreement#page2.tif source=trademark security agreement#page3.tif source=trademark security agreement#page4.tif source=trademark security agreement#page5.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, ADMIRAL AIR EXPRESS, INC., an Illinois corporation (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, COLE TAYLOR BANK, an Illinois banking corporation (“**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, Grantor is willing to grant to Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of June 27, 2012, among Grantor, American Logistics Group, Inc., an Illinois corporation, d/b/a ALG Direct, Inc. (“**American Logistics Group**”), Print and Mailing Solutions, LLC, an Illinois limited liability company (“**PAMS**”, and together with Admiral Air Express and American Logistics Group, collectively, the “**Borrowers**”), and Grantee (as amended, restated, modified or supplemented and in effect from time to time, the “**Credit Agreement**”), Grantor hereby grants to Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, (ii) the patents and patent applications (the “**Patents**”) set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

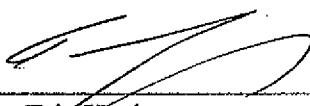
This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Borrowers and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.


GRANTOR:

ADMIRAL AIR EXPRESS, INC., an Illinois corporation

By: 
Name: Eric Hezinger
Title: President

GRANTEE:

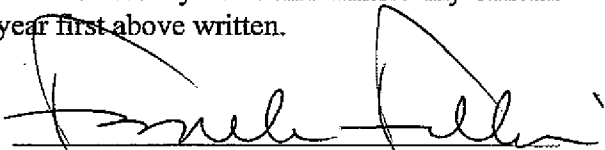
COLE TAYLOR BANK,
an Illinois banking corporation

By: 
Name: Raphael Shin
Title: Senior Vice President

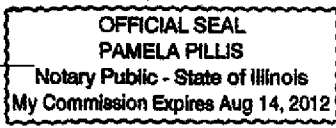
STATE OF Illinois
COUNTY OF DeKalb

On this 25 day of June, 2012, before me personally came Eric Hezinger, to me known, who, being by me duly sworn did depose and say that he is the President of Admiral Air Express, Inc., an Illinois corporation, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

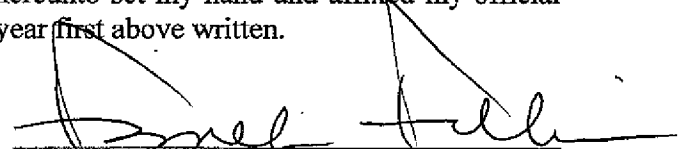
My Commission Expires: 8-14-2012



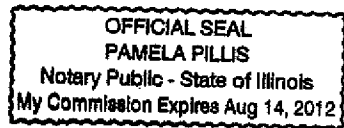
STATE OF Illinois
COUNTY OF DeKalb

On this 25 day of June, 2012, before me personally came Raphael Shin, to me known, who, being by me duly sworn did depose and say that he is a Senior Vice President of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires: 8-14-2012



Schedule A - Trademarks

Country	Trademark	Registration #	Registration Date	Serial #	Filing Date
USA	Admiral	2433107	March 6, 2001	75795950	September 9, 1999
USA	Admiral Air Express Inc.	2413833	December 19, 2000	75789200	August 30, 1999

Schedule B – Patents

None